

## LABOUR DEPARTMENT

The 24th August, 1971

No. 9152-4Lab-71/27962.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad in respect of the dispute between the workmen and the management of M/s. H. M. Mehra and Company, G.T. Road, Village Kundli, P.O. Narela, district Rohtak :—

BEFORE SHRI O.P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA,  
FARIDABAD

Reference No. 71 of 1971

Between

THE WORKMEN AND THE MANAGEMENT OF M/S. H.M. MEHRA AND COMPANY, G. T.  
ROAD, VILLAGE KUNDLI, P.O. NARELA, DISTRICT ROHTAK

Present :

Nemo for the workmen.

Shri D. C. Bhardwaj, for the management.

## AWARD

The Governor of Haryana, in exercise of the powers conferred under clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred for adjudication to this Tribunal the following disputes between the management of M/s. H.M. Mehra and Company, G.T. Road, Village Kundli, P.O. Narela, District Rohtak and their workmen, —vide order No. ID/RK/181-B-71/19493, dated 26th June, 1971 :—

- (1) Whether grades and scales of pay for the workmen should be fixed ? If so, with what details ?
- (2) Whether the workers should be paid bonus for the year 1969-70. If so, with what details ?
- (3) Whether the workers should be issued attendance cards. If so, with what details ?
- (4) Whether Sarvshri Gazudin Shiv Parsad, Bidai Chand, Surender Bhola, Manager Singh, Shankar Dass, Bohla Prasad, Manwar Singh, Avdh Bihar Checker, Lalita Prasad Operator on winding machine should be paid Rs 110 per mensem as fixed by Haryana Government. If so, with what details and from which date ?
- (5) Whether Sarvshri Yado Ram Pandit and Santok Dass are entitled to any special allowance for operating double machine. If so, with what details ?
- (6) Whether all the workmen should be given the arrears of wages to which they are entitled due to the differences in the rate of wages paid by the company and the rates of minimum wages fixed by Haryana Government with effect from 22nd July, 1969 ? If so, with what details ?

On receipt of the reference from the Government usual notices were given to the parties and they were required to put in their respective written statement on 2nd August, 1971 at Panipat. Shri P.R. Sharma, Manager of the industrial establishment concerned appeared on that day but none was present on behalf of the workmen in spite of the personal service of their authorised representative Shri M.S. Rathi, President, General Workers Union, Sonapat who had served the demand notice dated 2nd September, 1970 leading to the present reference. The case was, however, adjourned for today at Faridabad and fresh notice was issued to the union leader. He has again elected not to appear in spite of the fact that the notice sent per registered cover has been delivered in the office of the union. None of the workmen either has turned up to pursue the case. In the circumstances, there was no alternative but to proceed with the case in the absence of the workmen who are manifestly not interested in the present reference.

Statement of Shri D. C. Bhardwaj, authorised representative of the management has been recorded. According to him the industrial establishment concern, M/s. H.M. Mehra and Company, G.T. Road, village Kundli, P.O. Narela, District Rohtak, had wound up their business on 29th April, 1971 and the factory has since been closed after the settlement of the dues of the workers. He has further stated that at present no work is going on in the factory and only a skeleton staff consisting of one clerk and a watchman had been retained for the protection of the machinery and other property lying there.

In view of the facts stated above, no further proceedings are called for in this reference and a no dispute award is given but without making any order as to costs.

O.P. SHARMA,

Presiding Officer,

Industrial Tribunal, Haryana,  
Faridabad.

Dated 19th August, 1971.

No. 942, dated 20th August, 1971

Forwarded (four copies) to the Secretary to Government Haryana, Labour and Employment Departments, Chandigarh. as required under section 15 of the Industrial Disputes Act, 1947.

Dated 19th August, 1971.

O. P. SHARMA,

Presiding Officer,

Industrial Tribunal, Haryana,  
Faridabad.

No. 9042-4Lab-71/27963.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad in respect of the dispute between the workmen and the management of M/s. Rohtak Delhi Transport Co. (P) Ltd., Rohtak :—

BEFORE SHRI O.P.SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA.  
FARIDABAD

Reference No. 20 of 1970

Between

SHRI BALBIR SINGH WORKMAN AND THE MANAGEMENT OF M/S ROHTAK DELHI TRANSPORT CO. (P) LTD., ROHTAK

Present :

Shri S. N. Vats, for the workman.

Shri Chanchal Singh, for the management.

AWARD

The facts leading to this reference under clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, may briefly be stated as under :—

Shri Balbir Singh concerned workman had been in the service of M/s Rohtak-Delhi Transport Co. (P) Ltd., Rohtak, as a Checker for 11½ years. The management brought him under retrenchment with effect from 16th September, 1968, —vide retrenchment notice dated 10th September, 1968 Exhibit M.W. 1/2. Feeling aggrieved he raised the demand for his reinstatement and full back wages, —vide demand notice, dated 9th October, 1969, contending that his retrenchment had been brought about illegally for consideration of victimisation because of his union activities while checkers junior to him had been retained in service. There was, however, no satisfactory response from the management and the conciliation proceedings initiated before the Labour-Sum-Conciliation Officer, Sonapat did not bear fruit and hence this reference, —vide order No. ID/RK/43D-69/3430-34, dated 5th February, 1970, of the Governor of Haryana, the term of reference being given as under :—

“Whether the termination of services of Shri Balbir Singh was justified and in order. If not, to what relief is he entitled ?”

On receipt of the reference usual notices were given to the parties and they put in their respective written statements. Claim statement on behalf of the workman was filed on 3rd April, 1970 with the allegations that his services had been terminated by the management by illegally bringing him under retrenchment simply because of his union activities and in disregard of his seniority amongst the checkers working under the management, the service of some other checkers junior to him having been retained.

In the written statement filed on behalf of the management on 27th April, 1970 the above allegations made by the workman were controverted and his claim for reinstatement was resisted. It was urged that the retrenchment of Shri Balbir Singh concerned workman was perfectly legal and justified and the same had been brought about on genuine grounds on account of shrinkage of transport business as a result of nationalisation of road transport by the State Government. It was further urged that Shri Balbir Singh who was the junior amongst the checkers was not the only person to be retrenched, in fact, some other checkers were also retrenched and the retrenchment compensation due under the law had been offered to Shri Balbir Singh and as such he had no valid claim for reinstatement and payment of back wages.

In his rejoinder filed on 12th May, 1970, the workman refuted the above allegations of the management and stated that he had refused to accept the payment of the retrenchment compensation under protest. The following issue arose for determination in the case.

Whether the termination of services of Shri Balbir Singh was justified and in order. If not, to what relief is he entitled?

The management has examined three witnesses including Shri Gopal Singh Office Superintendent, M.W. 1, Shri J. C. Chopra Station Superintendent M.W. 2, Shri Ajab Lal Traffic Inspector M.W. 3. The documentary evidence relied upon by the management consists of the seniority list of the traffic staff as on 13th August, 1968, Exhibit M.W. 1/1, the retrenchment letter dated 10th September, 1968 Exhibit M.W. 1/2, letters to the Government intimating the retrenchment of the workers, Exhibit M.W. 1/4, Exhibit M.W. 1/6, statement of reasons for retrenchment Exhibit M.W. 1/10, letter addressed to Shri Ajab Lal Traffic Inspector containing revised seniority list as on 13th August, 1968, order of the District Magistrate Rohtak to show the decrease of transport work with the present management, letter sent to Shri Balbir Singh concerned workman showing the amount Rs. 1,144 payable to him by way of retrenchment compensation Exhibit M.W. 1/11 and some formal documents acknowledgement receipts etc. Exhibit M.W. 1/3, Exhibit M.W. 1/5, Exhibit M.W. 1/7, Exhibit M.W. 1/9, Exhibit M.W. 1/12.

On the other hand Shri Balbir Singh concerned workman has examined four witnesses, namely, Sarv Nathu Ram Checker M.W. 1, Rattan Singh Checker W.W. 2, Radhay Sham Conductor W.W. 3, Udhey Singh Driver W.W. 4, and he has himself come into the witness box as W.W. 5. He has not produced any documentary evidence.

Arguments have been addressed on both sides and I have given a considered thought to the facts on record. According to the management, the retrenchment of Shri Balbir Singh and several other workers was brought about in the interests of economy as under the changed conditions the income of the company had been reduced and some of the staff had been rendered surplus. The law is well established that it is always within the management's competence of an industrial concern to re-organise its business according to the existing conditions even if doing so it has to dispense with some of the staff which is rendered surplus. The learned representative of the workman has no dispute with this proposition of law and, therefore, it is not necessary to discuss the case law on the point. The management in the instant case had, therefore, the right to bring under retrenchment the workers whose services were not required in the interests of economy and administration in the transport company. Intimation of the retrenchment of the workman effected by the management had been sent to the Government along with the statement of reasons for effecting the retrenchment—vide Exhibit M.W. 1/10.

But that by itself was not sufficient to justify the retrenchment of the present workman Shri Balbir Singh who had admittedly 11½ years service to his credit. He had raised a specific plea in the demand notice as well as the statement of claim filed in the case that the management had retrenched him in complete disregard of the well recognised principle of "Last Come First Go" by retrenching the services of persons junior to him. It has come to the evidence of four witnesses examined by Shri Balbir Singh that Sarvshri Nathu Ram, Madan Lal, Khushal Chand, who were junior to him had continued to work as checkers even after his retrenchment. The management has tried to refute this claim by placing reliance upon the seniority list Exhibit M.W. 1/1 wherein Shri Balbir Singh the concerned workman has no doubt been shown at the bottom but this does not appear to be a correct and complete list of the concerned workmen. There is no denying the fact that Sarvshri Khushal Chand and Nathu Ram had also worked as checkers on the buses of the respondent company as would be clear from the statement of Shri J. C. Chopra Station Superintendent M.W. 2. Their names, however, do not appear in the seniority list for reasons best known to the management. It has no doubt been stated that they belonged to another transport company known as Lahore-Pindi Transport Company but no evidence has been led to substantiate this contention by producing the relevant record. The seniority list Exhibit M.W. 1/1 purports to have been issued under the signatures of Shri L.B. Nanda General Manager of the respondent company but he has not come into the witness box to prove the same. His statement was necessary for another reason also. The case of the workman from the beginning was that the General Manager had threatened to dispense with his service if he did not continue his union activities. This specific averment has been made in so many words in the demand notice dated 9th October, 1969 and in the statement of claim dated 3rd April, 1970. The General Manager of the company has, however, chosen not to come into the witness box to refute this allegation which was necessary. His failure to appear as a witness and stand the test of cross-examination by the workman rather raises an adverse presumption against him, that the retrenchment of Shri Balbir Singh who is otherwise not shown to be junior most amongst the checkers working in the company at the relevant time was brought under retrenchment on account of his union activities as alleged by him.

The retrenchment of this workman cannot be held to be justified for still another reason. A perusal of the letter of retrenchment Exhibit M.W. 1/2 would show that he was offered one month's pay in lieu of notice as required under clause (a) of section 25 of the Industrial Disputes Act, 1947, and Rs 968 by way of retrenchment compensation which was worked out for the total length of his service for 11½ years taking his wages to be Rs 176 per mensem, in all Rs 1,144 which is clear from the notice Exhibit M.W. 1/11 also and he was required to collect this amount on or before 16th September, 1968, which was the date of his retrenchment from service. Shri Balbir Singh having failed to collect the above amount, the same was sent to him by money order. The contention of Shri Balbir Singh, however, is that his monthly wages were not correctly collected by the management nor was the retrenchment compensation due paid in full. According to him, he had been getting what has been described as booking prize a Rs 20 per mensem besides washing and chapple allowance of Rs 5 per mensem. This has been his contention from the very beginning as would be clear from the cross-examination of the witnesses examined on behalf of the management. Shri Hargopal Singh M.W. 1 has given more or less evasive reply on this point by showing his ignorance about the payment of these monthly allowances. He could not, however, have the courage to refute this claim of the workman in clear and unambiguous words. Shri Ab Lal M.W. 3, has, however, admitted in cross-examination that the workman was getting these allowances every month. The above claim of Shri Balbir Singh finds full support in the testimony of four witnesses examined by him. The management has not produced the relevant record to rebut the above contention of the workman. The learned representatives of the management, has, however, argued that the payment of these allowances was not under any agreement of service or settlement awarded by the competent authority and as such it was not a condition of his service and the management was not bound to take it into consideration while calculating the retrenchment compensation payable to him according to the length of his service. The contention, I am afraid is devoid of force. Average pay as defined in section 2(a) means the average of wages payable to a workman. The definition of wages is given in 2(rr) of the act which reads as under :—

#### Section 2(rr)—

"Wages" means all remuneration capable of being expressed in terms of money, which would, if the terms of employment, expressed or implied, were full-filled, be payable to a workman in respect of his employment or of work done in such employment, and includes—

- (i) such allowances (including dearness allowance) as the workman is for the time being entitled to ;
  - (ii) the value of any house accommodation, or of supply of light, water, medical attendance or other amenity or of any service or of any concessional supply of foodgrains or other articles :—
  - (iii) any travelling concession ;
- but does not include—
- (a) any bonus ;
  - (b) any contribution paid or payable by the employer to any pension fund or provident fund or for the benefit of the workman under any law for the time being in force ;
  - (c) any gratuity payable on the termination of his service ;

It would thus be clear that while working out the average pay all remuneration capable of being expressed in terms of money payable to a workman including his basic pay, allowances (dearness allowance etc.) have to be taken into consideration. As is clear from the evidence discussed above Shri Balbir Singh had been regularly getting Rs 20 by way of booking prize and Rs 5 as washing and chapple allowance every month which in fact formed part of his wages. These amounts could not be excluded while calculating his average pay for determining the retrenchment compensation payable to him. The retrenchment compensation offered to him at the time of his retrenchment as stated above was evidently less than the amount actually due to him and as such there was no compliance of the statutory provision of the law as laid down in clause (a) and (b) of section 25F of the Industrial Disputes Act, 1947, which may usefully be reproduced as under :—

#### Section 25F—

No workman employed in any industry who has been in continuous service for not less than one year under employer shall be retrenched by that employer until—

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice ;

Provided that no such notice shall be necessary if the retrenchment is under an agreement which specifies a date for the termination of service ;

- (b) the workman has been paid at the time of retrenchment compensation which shall be equivalent to fifteen days average pay (for every completed year of continuous service) or any part thereof in excess of six months ; and

The learned representative of the management has argued that this plea was not taken in the statement of claim filed on behalf of the workman and as such it is not tenable but in view of the admission made on behalf of the management as per the testimony for its two witnesses referred to above that Shri Balbir Singh had been getting allowances amounting to Rs 25 per mensem in addition to his wages of Rs 176 per mensem, it was incumbent upon the management to include this amount while calculating the retrenchment compensation payable to him at the rate of 15 days average pay for every completed year of continuous service or any part thereof in excess of six months.

For the reasons aforesaid the conclusion is irresistible that there was no compliance of the mandatory provision of law referred to above before retrenching Shri Balbir Singh concerned workman and as such the termination of his services as a result of the said retrenchment cannot be held to be justified and in order and consequently he is entitled to reinstatement with continuity of his previous service and full back wages. The issue is decided in his favour and against the management and the award is accordingly given. In the circumstances, there shall be no order as to costs.

O. P. SHARMA,

Presiding Officer,  
Industrial Tribunal, Haryana, Faridabad.

Date 17th August, 1971,

No. 93), dated 17th August, 1971

Forwarded (four copies) to the Secretary to Government Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

O. P. SHARMA,

Presiding Officer,  
Industrial Tribunal, Haryana, Faridabad.

Dated 17th August, 1971

The 25th August, 1971

No. 9222-4Lab-71/23314 —In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal Haryana, Faridabad in respect of the dispute between the workmen and the management of M/s Sharma Optical Works, Gurgaon.

**BEFORE SHRI O. P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD**

**Reference No. 118 of 1970**

*Between*

**THE WORKMEN AND THE MANAGEMENT OF M/S SHARMA OPTICAL WORKS, GURGAON**

*Present.—*

Shri C. B. Kaushik for the workmen.

Shri D. C. Chadha authorised representative with Shri Raghubir Singh Sharma, Proprietor for the management.

#### **AWARD**

An industrial dispute existing between the management of M/s Sharma Optical Works, Gurgaon, and its workmen was referred for adjudication to this Tribunal by the Governor of Haryana in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947,—vide order No. ID/GG/8A-70/26558-62, dated 2nd September, 1970, with the following term of reference.

Whether the workers of the factory should be paid bonus for the years 1966-67, 1967-68 and 1968-69. If so; what should be the quantum of bonus and terms and conditions of its payment ?

On receipt of the reference, usual notices were given to the parties and they filed their respective written statements. It is, however, not necessary to go into the merits of the case as an amicable settlement has been arrived at between the parties. Their statements have been recorded. According to this settlement the workman have given up their claim for bonus for the year 1966-67, being belated and the management has agreed to pay them bonus at 4% of their annual wages, as defined under the Payment of Bonus Act, 1965, for the years 1967-68 and 1968-69 which they have willingly accepted. It has further been agreed between the parties that the advance payments, if any made to the concerned workmen shall be adjusted towards the amount of bonus due for the said years.

The award is, therefore, made in terms of the above settlement arrived at between the parties which manifestly fair and reasonable. There shall be no order as to costs.

O. P. SHARMA,

Presiding Officer,

Industrial Tribunal, Haryana, Faridabad.

Dated 20th August, 1971.

No. 945, dated 20th August, 1971

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

O. P. SHARMA,

Presiding Officer,

Industrial Tribunal, Haryana, Faridabad.

Dated 20th August, 1971.

No. 9231-4Lab-71/28345.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad, in respect of the dispute between the workmen and the management of M/s Sub-Divisional Engineer, P. W. D. (B. & R.) Nuh.

BEFORE SHRI O. P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,  
HARYANA, FARIDABAD

REFERENCE No. 60 OF 1971

*Between*

THE WORKMEN AND THE MANAGEMENT OF M/S SUB-DIVISIONAL ENGINEER,  
P. W. D. (B. & R.), NUH

*Present.—*

Shri C. B. Kaushik, for the workmen.

Nemo, for the management

#### AWARD

Some industrial disputes existing between the Sub Divisional Engineer, P.W.D. (B. & R.) Nuh and its employees were referred for adjudication to this Tribunal by the Governor of Haryana, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947,—vide order No. ID/16913-17, dated 2nd June, 1971, with the following terms of reference.—

- (1) Whether the workmen working in the following gangs are entitled to the increase of Rs 7.50 in their wages? If so; from which date?
  - (1) Gang No. 5&6                      .. D.A. Road.
  - (2) Gang No. 1                        .. Jhir Road.
  - (3) Gang No. 1                        .. Bhiwani Road.
- (2) Whether a seniority list of Mates & Beldar be supplied to the Haryana P.W.D. Workers Union, Gurgaon.
- (3) Whether Mates are entitled to belts and Pagries? If so; with what details and from which date?

4. Whether Beldars are entitled to Paggies and Gillas? If so, with what details and from which date?

On receipt of reference, usual notices were given to the parties to put in their respective statements. It is, however, not necessary to go into the merits of the case as according to the statement of Shri C. B. Kaushik, authorised representative of the workmen, belts and pagries have been supplied to the concerned workmen and the rest of the demands have been given up by them. In the circumstances, a No-Dispute award is made but there shall be no order as to costs.

Dated 20th August, 1971.

O. P. SHARMA,

Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.

No. 947, dated 20th August 1971

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

O. P. SHARMA,

Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.

Dated 20th August, 1971.

No. 9230-4Lab-71/23301.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad, in respect of the dispute between the workmen and the management of M/s Ego Metal Works, Gurgaon.

BEFORE SHRI O. P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA,  
FARIDABAD

Reference No. 120 of 1971

*between*

SHRI JAI RAM WORKMAN AND THE MANAGEMENT OF M/S EGO METAL WORKS, GURGAON

*Present—*

Shri Jai Ram, concerned workman with his authorised representative Shri C. B. Kaushik.

Shri D. C. Chadha, for the management.

#### AWARD

The following dispute existing between the management of M/s Ego Metal Works, Gurgaon, and its workman Shri Jai Ram was referred for adjudication to this Tribunal,—vide order No. ID/GG/22-V-70/26576-80, dated 2nd September, 1970, of the Governor of Haryana, in exercise of the powers conferred under clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether retrenchment of Shri Jai Ram, son of Garib Dass, was justified and in order, if not, to what relief is he entitled?

On receipt of the reference, usual notices were given to the parties and they put in their respective statements. It is, however, not necessary to go into the merits of the case as an amicable settlement has been arrived at between the parties and their statements have been recorded. The management has agreed to pay to Shri Jai Ram concerned workman, 60 per cent of his full rate wages for the period from the date of his retrenchment from service, i. e., 30th November, 1969, till today, the 19th of August 1971. The management has further agreed to pay to him bonus up to 30th November, 1969 at 4 per cent of his annual wages, as defined under the payment of Bonus Act, 1965. The amount so due on account of wages and bonus has to be paid within a period of one month from today. Shri Jai Ram has given up his claim for reinstatement and the above payment shall be in full and final settlement of his all claims against the management.

The award is, therefore, made in terms of the above settlement which is fair and reasonable. There shall be no order as to costs.

Dated 20th August, 1971.

O. P. SHARMA,  
Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.

No. 946, dated the 20th August, 1971

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

Dated 20th August, 1971.

O. P. SHARMA,  
Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.

B. L. AHUJA,  
Commissioner of Labour and Employment  
and Secy.

#### TOWN AND COUNTRY PLANNING DEPARTMENT

#### (URBAN ESTATES)

The 3rd September, 1971

No. LAC (P) NTLA 71/2406.—Whereas it appears to the Governor of Haryana that land is likely to be needed by the Government at public expense, for a public purpose, namely, for planned development in the area of village Kundi, Hadbast No. 366, tehsil Kalka, district Ambala, it is hereby notified that the land described in the specification below is required for the above purpose.

This notification is made under the provisions of section 4 of the Land Acquisition Act, 1894, to all whom it may concern.

Plans of the Land may be inspected in the offices of the following :—

1. Director, Urban Estates, Kothi No. 231, Sector 18-A, Haryana Chandigarh.
2. Deputy Commissioner, Ambala.
3. Land Acquisition Officer (Panchkula) Urban Estate Kothi No. 224, Sector 18-A, Haryana, Chandigarh
4. Tehsildar Kalka.

In exercise of the powers conferred by the aforesaid section, the Governor of Haryana is pleased to authorise the officers for the time being engaged in the undertaking with their servants and workmen to enter upon and survey any land in the locality and do all other acts required or permitted by that section.

Any person interested in the above land who has any objection to the acquisition thereof, may within thirty days after the date on which public notice of the substance of this notification is given in the locality, file an objection in writing before the Land Acquisition Collector (Panchkula), Urban Estate, Kothi No. 224, Sector 18-A, Haryana, Chandigarh.

#### SPECIFICATION

District	Tehsil	Locality/ Village	Hadbast No.	Area in acres	Description
1	2	3	4	5	6
Ambala	Kalka	Kundi	366	342.18 acres	Total area of village Kundi excluding Phirni and inside Phirni.